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For a general discussion of service of process upon foreign corporations doing business within the State of the forum, see 4 MICH LAW REV. 218, id. 306. Of recent years a new aspect has been given to the subject by the enactment of statutes providing for service upon a State officer. It is believed that these statutes are not substantially dissimilar, and, hence, that the same test is properly applicable to all. We note here only those statutes whose constitutionality has been judicially passed upon. The North Carolina and Wisconsin statutes provide for service upon a designated State officer until the appointment by the company of an agent to accept process. In California and Nevada, service may be had upon the proper State officer in the event of the failure of the company to appoint an agent. Pennsylvania and Kentucky allow service either upon a State officer or upon an agent of the company (the Kentucky statute applying to insurance companies only). In West Virginia the State Auditor alone may be served. The Texas statute provides for service on a certain State officer in behalf of foreign fraternal beneficiary associations. (The Texas statute has been held to be cumulative of the general law). In Indiana foreign assessment life associations may be served through a designated State officer. In but one noteworthy case has a statute of this character been held invalid. *Pinney* v. *Providence Loan and Investment Co.* (1900), 106 Wis. 396, 82 N. W. Rep. 1. All of the following cases, at least by inference, declare the validity of their respective statutes. *Fisher* v. *Traders' Mut. Life Ins. Co.*, 136 N. C. 217, 48 S. E. 667; *Brooks* v. *Nickel Syndicate*, 24 Nev. 311; *Modern Woodmen of America* v. *Noyes*, 158 Ind. 503, 64 N. E. 21; *Old Wayne Mut. Life Ass'n* v. *McDonough*, 164 Ind. 321, 73 N. E. 703; *Bankers' Union of the World* v. *Nabors*, 36 Tex. Civ. App. 36, 81 S. W. 91; *Wiley* v. *Benedict Co.*, 79 Pac. 270, 145 Cal. 601; *Mut. Reserve Fund Life Ass'n* v. *Phelps*, 190 U. S. 147, 23 Sup. Ct. Rep. 707. The statute involved in *Cella Commission Co.* v. *Bohlinger* (1906), 147 Fed. Rep. 419 (discussed in 5 MICH. LAW REV. 280), is so exceptional as not to impair the effect of these authorities. It applied in terms to *foreign corporations* generally, providing that personal service might be had on them through the person of the State Auditor.

CONTRACTS—RIGHT OF PRIVACY—BREACH OF TRUST.—The plaintiff, an artist, contracted with the defendant to paint a portrait of the defendant's deceased wife. Two photographs of the deceased were left with the artist. The painting was completed, delivered and paid for. Later the plaintiff wrote the defendant that he had painted another likeness of the deceased from the other photograph and wished to know if the defendant desired to see it. The defendant replied that he did. The second portrait was accordingly delivered at the defendant's house. The defendant refused to pay therefore and also refused to surrender it, on the ground that the plaintiff had received no authority to paint a second portrait. The plaintiff brought an action against the defendant for goods sold and delivered. *Held*, he cannot recover. *Klug* v. *Sheriffs* (1906), — Wis. —, 109 N. W. Rep. 656.

Two questions of law were presented for consideration in this case. They were: (1) Whether the second painting violated the "right of privacy,"

and (2) Whether the second painting was violative of a trust relation. The first of these points has been discussed in a previous number of this magazine, Vol. 3, MICH. LAW REV. 559. It is, therefore, needless to comment upon it except to say that the overwhelming weight of authority is to the effect that in order to uphold a right of privacy and to be within the cases supporting that doctrine, there must be a "right of property, of contract express or implied or some right arising out of a trust relation." One of the leading cases on this subject is *Atkinson* v. *Doherty & Co.,* 121 Mich. 372, where it was held an injunction would not lie against a cigar manufacturer for printing the portrait of the complainant's deceased husband on cigar boxes with the words "John Atkinson Cigars" underneath. A full and exhaustive discussion of the principles involved will be found in this case. See also 4 HARVARD LAW REV. 193, 89 Am. St. Rep., note 842; *Roberson* v. *Rochester F. B. Co. et al.,* 171 N. Y. 538, 89 Am. St. Rep. 828. For a contrary doctrine, see *Pavesich* v. *New Eng. L. In. Co.,* 122 Ga. 190. The decision of this case, however, was based on the second point above set forth. The plaintiff by painting a second portrait committed a breach of the contract. He violated the confidential relations existing between him and the defendant. He must, therefore, take the consequences. *Levyeau* v. *Clements,* 175 Mass. 376, 50 L. R. A. 397. The decision may also be supported on the ground that there is an implied contract not to use the photograph for any other purpose than that specified. *Moore* v. *Rugg,* 44 Minn. 28. In the case of *Prince Albert* v. *Strang,* 13 Jur. 507, the right is denied, not because there is a violation of an implied contract, but because of a violation of the right of privacy. The dissenting judge based his opinion upon the legal maxim that where one knowingly accepts services, performed by another, he is legally bound upon an implied contract to pay for them. This is good law but not applicable to the present case. It is founded upon the supposition that the plaintiff had property rights in the portrait. This, however, is not the case. The moment the plaintiff commenced the second portrait he violated his original contract and new rights thereby arose in favor of the defendant by virtue of the breach. On the other hand, suppose the defendant refuses to pay and surrenders the portrait. The artist, by merely permitting the portrait to hang upon the wall violates the right of privacy of the defendant. Therefore, from the viewpoint of the dissenting judge he must either pay for the portrait or surrender it. If he surrenders it, he will be obliged to litigate his rights in an injunction proceeding against the plaintiff to require him to keep the portrait out of sight. The better view seems to be in accord with the principal case which, by the way, is only following the weight of authority.

CORPORATIONS—ULTRA VIRES.—Suit by one Hill, for himself and in behalf of other stockholders of defendant, the Atlantic and North Carolina Railroad Company, to annul the lease by said company of its franchise, rights, privileges and property, to the Howland Improvement Company. Defendant company was empowered in its charter to "farm out the right of transportation over said railroad * * * ." *Held,* Mr. CHIEF JUSTICE CLARK dissenting, that said act of leasing was not ultra vires. *Hill et al.* v. *Atlantic & N. C. R. Co.* (1906), — N. C. —, 55 S. E. Rep. 854.